

SHAREHOLDER VOTING AGREEMENT

AND

IRREVOCABLE PROXY

REGARDING

ZZZZZZZ

BETWEEN

QQQQQQQ

AND

RRRRRRR

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LIST OF EXHIBITS

<u>IRREVOCABLE PROXY</u>	<u>EXHIBIT A</u>
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SHAREHOLDER VOTING AGREEMENT AND IRREVOCABLE PROXY

1. Identification of Parties

1.01 This Shareholder Agreement (“Agreement”) is made by and between the following parties (hereinafter referred to collectively as “the parties”):

1.01.1 QQQQQQQQ (hereinafter referred to as “QQQ”), an individual, and

1.01.2 RRRRRRRRRR (hereinafter referred to as “RRR”), an individual.

1.02 Each of the parties enters into this Agreement on behalf of themselves, their representatives, heirs, executors, administrators, trustees, predecessors, successors, affiliates, subrogors, subrogees, lessees, lessors, grantees, assignees, subsidiaries, parent corporations, agents, customers, servants, officers, directors, members, shareholders, owners, alter egos, attorneys, general partners, limited partners, and representatives.

2. Recitals

2.01 **WHEREAS**, the parties hereto each own 1,000.00 shares of the common stock of ZZZZZZZZZZ (hereinafter referred to as “ZZZ”), and;

2.02 **WHEREAS**, the parties hereto wish to vote their shares in unison as a united block, and;

2.03 **WHEREAS**, RRR wishes to allow QQQ to vote for RRR, and;

2.04 **WHEREAS**, QQQ wishes to vote for RRR;

2.05 **THEREFORE**, the parties have mutually agreed to the following terms and conditions:

3. Term and Termination

3.01 Effective Date

This Agreement will become effective on the date last shown on signatory page of this Agreement and will continue in effect until terminated as described hereinbelow.

3.02 Term

This Agreement shall remain valid for six (6) months from the Effective Date.

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3.03 Survival of Termination

In the event of any termination of this Agreement, Sections 4 (Status), 7 (Limitations and Releases), 8 (Mandatory Mediation), 9 (Disputes to be Arbitrated Rather Than Heard by Court or Jury), 13 (Injunctive Relief), 16 (Assumption of Risk), 18 (Jurisdiction), 19 (Venue), 20 (Choice of Law), 21 (Attorneys' Fees and Costs), 26 (Cooperation in Drafting), and 27 (Binding on Successors and Assigns) hereof shall survive and continue in effect.

4. Status

It is agreed that nothing contained in this Agreement shall be construed or implied to create the relationship of partners, joint venturer, agent and principal, employer and employee, or any relationship other than that of independent individuals as to any matter other than the voting of the ZZZ shares of stock at issue herein. As to the voting of the ZZZ shares at issue herein, QQQ shall be deemed to be the agent of RRR, and shall have the right to vote those shares as he sees fit.

5. Irrevocable Proxy

In conjunction with granting to QQQ the right to vote his shares, RRR shall execute a proxy to grant this right to QQQ. Said proxy is stipulated by and between the parties hereto to be irrevocable. The Choice of Law provisions of this Agreement notwithstanding, said irrevocable proxy granted in conjunction with this Agreement is to be controlled by §§33-337 of the Connecticut Stock Corporations Act. A true and correct copy of said irrevocable proxy is attached hereto as Exhibit A and is incorporated herein as though set forth in full.

6. Exclusion of Implied Warranties

EXCEPT AS SPECIFICALLY PROVIDED ABOVE, NEITHER PARTY HERETO MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY AND/OR AS TO FITNESS OF FOR ANY PARTICULAR USE OR PURPOSE. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, OR FOR ANY CONSEQUENTIAL DAMAGES RELATED THERETO.

7. Limitations and Releases

7.01 Release

The parties hereto mutually release each other from all claims now existing or hereafter related to this Agreement and/or the performance thereof, including, but not limited to, those claims arising from implied warranty, tort, strict liability, breach of statutory duty, and direct and vicarious negligence and for any other cause.

7.02 Limitation

Neither party hereto is liable for lost profits, punitive damages, multiplied actual damages, incidental or consequential damages, under any theory of law, including but not limited to breach of contract, breach of implied warranty, tort, strict liability, breach of statutory duty, and direct and vicarious negligence. All such damages are hereby released and waived.

7.03 Condition

All limitations set forth in this section are expressly limited as set forth in section 14, below.

8. Mandatory Mediation

Before invoking the dispute resolution mechanism set forth below in section 9, below, a party shall serve on the other party to the Agreement (a) written notice of the claim, specifying the exact amount claimed and the provision of the Agreement or other authority for the claim; and (b) a copy of all supporting documents. Within thirty (30) business days after service, the responding party shall serve on the serving party (a) a written response, setting out its position and specifying the contract or other provisions relied on; and (b) a copy of all supporting documents. Within fifteen business days after service of the response, the parties shall meet in Los Angeles, California, to discuss resolution of the claim. The written claim notice and response and the documents produced, but not the subsequent discussion, shall be admissible in any subsequent proceeding. The parties shall, in good faith, use their best efforts to resolve any issues which gave rise to the meeting at the meeting, with the goal of successfully completing this Agreement as originally contemplated. After the meeting, should a resolution not be achieved, either party may invoke the dispute resolution procedure set forth below.

9. Disputes to be Arbitrated Rather Than Heard by Court or Jury

9.01 Agreement to Arbitrate

In exchange for the benefits of the speedy, economical and impartial dispute resolution procedure of arbitration, the parties hereto mutually forego their right to resolution of disputes in a court of law by a judge or jury, pursuant to the Federal Arbitration Act and/or California Code of Civil Procedure sections 1281 et seq., and in compliance with the requirements and restrictions of such provisions as enunciated by the California Supreme Court in Armendariz v. Foundation Health Psychcare Services, Inc. (2000) 24 Cal.4th 83.

9.02 Disputes Covered by Arbitration

Any controversy or claim arising out of or in any way related to this Agreement or its termination, and otherwise cognizable in a court of law, shall be submitted to final and binding arbitration. This obligation includes, but is not limited to any contractual, common law, tort or statutory claims, and claims against the parties hereto.

9.03 Disputes Not Covered by Arbitration

This arbitration provision of this Agreement does not cover any claims which California Courts have ruled may not be submitted to arbitration.

9.04 Right to Injunctive Relief

Without waiving the arbitration rights and duties under this Agreement, the parties hereto agree that any breach of this Agreement would subject the non-breaching party to damages which may not be readily calculated, and for which a remedy at law is inadequate. Accordingly, the parties hereto agree that any non-breaching party has the right to seek preliminary injunctive relief (including temporary restraining orders) or other provisional relief from a Court without the need to show anything further than the fact that the other party either already has breached this Agreement or has threatened to do so.

9.05 Right of Access to Governmental Agencies

While the parties hereto agree to arbitrate the merits of all unresolved claims, either party hereto still has the right to file complaints or charges with, or cooperate with, appropriate governmental agencies.

9.06 Statutes of Limitations, Scope of Remedies, and Substantial Law

Statutes of limitations, scope of remedies, and substantial law (including any requirement for prior exhaustion of administrative agency relief) shall be the same as would be applicable were any action to be brought in Court. In the event that regular litigation is filed, any claim or demand for arbitration must be served upon the responding party within ninety (90) days of the completion of the filing of all initial pleadings and responses thereto, and must fairly put the opposing parties on notice as to the factual and legal basis for the claim(s) as adjudged by California case law interpreting notice pleading requirements.

9.07 Administration of Arbitration

The arbitration shall be held in the County of Los Angeles, and administered by JAMS/Endispute in accordance with the then-existing JAMS/Endispute Arbitration Rules and Procedures for Employment Disputes. If for any reason JAMS/Endispute is unwilling or unable to handle the dispute, then the dispute shall be processed pursuant to California Code of Civil Procedure sections 1282-1284.2.

9.08 Selection of Arbitrator

The arbitrator shall be selected by mutual agreement of the parties, or pursuant to the appointment procedures of JAMS/Endispute.

9.09 Authority of Arbitrator

The arbitrator shall have exclusive authority to resolve any dispute relating to the arbitrability of any claim or matter, including any dispute regarding the applicability, formation or enforcement of this Agreement, to hear and rule upon pre-hearing disputes, and shall entertain and rule upon motions for summary adjudication or summary judgment and motions in limine, and in doing so shall apply the California Code of Civil Procedure applicable to such motions.

9.10 Right to Discovery

Each party shall have the right to engage in discovery pursuant to the parameters defined in California Code of Civil Procedure section 94.

9.11 Right to Representation and Confidentiality

Each party may, but is not required to, be represented by licensed counsel of its choice. The hearing and all filings and other proceedings shall be treated in a private and confidential manner by the arbitrator and all parties and representatives, and shall not be disclosed except as necessary for any related judicial proceedings.

9.12 Arbitration Costs

In the event either party institutes arbitration under this Agreement, the party adjudged by the arbitrator to be at fault or in breach shall be responsible for all costs of the arbitration services, including the fees and costs of the arbitrator and court reporter fees. In the event that both parties are adjudged to be at fault or in breach in some relative proportion, then the parties shall be responsible for all costs of the arbitration services, including the fees and costs of the arbitrator and court reporter fees in proportion to their relative fault or breach.

10. Notices

10.01 General Provisions

All notices must be in writing to be effective. Notices may be personally delivered, or sent by facsimile, registered, certified or overnight mail, return receipt requested, to the address or facsimile number of the receiving party as set forth in this document or to such other address or facsimile number as the sending party shall have actually received for such purpose prior to dispatch of the notice in question. Notices sent in conformity with this paragraph shall be considered effective three days after dispatch. Facsimile notices will be effective on dispatch on the condition that facsimile notices are confirmed by mail. Hand delivered notices are effective on delivery.